



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNSD, MNR, MNDC, FF

Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on July 18, 2012 however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, a request for a monetary order for \$965.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- This tenancy began on June 1, 2011 and rent was set at \$675.00.
- The tenant failed to pay July 2012 rent and therefore on July 2, 2012 a 10 day Notice to End Tenancy was served on the tenant.
- The tenant failed to comply with that notice and has also failed to pay the full outstanding July 2012 rent. They accepted a portion of the July 2012 rent for use and occupancy only, however at this time there is still a total of \$240.00 outstanding.
- They are therefore requesting an Order of Possession for two days after service on the tenant, and a monetary order for the outstanding rent, late fees, and potential lost revenue for the month of August 2012.

- They are willing to let the tenancy continue if the tenant pays the full outstanding rent plus August 2012 rent went due.

Analysis

It is my finding that the landlords have shown that, at this time, there is a total of \$240.00 in rent outstanding, and therefore I allow the landlords claim for that outstanding rent.

I also allow the landlords claim for late fees for July 2012 in the amount of \$25.00, as there is a late fee clause in the tenancy agreement.

I also allow the landlords request for an order for August 2012 rent, as I find it very unlikely that the landlord will be able to re-rent the unit for the month of August 2012.

I will not allow the claim for late fees for August 2012 however, because the tenant may yet pay the August 2012 rent when due.

I make no order regarding the security deposit, because the landlord has stated that they are willing to allow the tenancy to continue if the tenant pays the outstanding rent plus August 2012 rent. Therefore at this time I will leave the security deposit in place.

Conclusion

I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

I have issued a monetary order in the amount of \$990.00. The claim for late fees for August 2012 is dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 31, 2012.

Residential Tenancy Branch